

NOV 03 2014

STATE BOARD OFFICE

**STIPULATION AND SURRENDER AGREEMENT BETWEEN STATE BOARD  
OF EMBALMERS AND FUNERAL DIRECTORS AND MARTHA STARNES**

The State Board of Embalmers and Funeral Directors ("Board") and Martha Starnes ("Starnes") enter into this "Stipulation and Surrender Agreement Between State Board of Embalmers and Funeral Directors and Martha Starnes" ("Agreement") to oversee the surrender of Starnes' funeral director license.

Both parties stipulate and agree to final disposition of this matter as described below.

Starnes acknowledges that she understands the various rights and privileges afforded her by law. Being aware of these rights provided her by operation of law, Starnes knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document, as they pertain to her.

For the purpose of resolving the issue of her funeral director license, Starnes stipulates that the factual allegations contained in this Agreement are true and stipulates with the Board that Starnes' funeral director license is to be surrendered to the Board in accordance with the provisions of Chapters 324, 333 and 621, RSMo.

**Joint Stipulation of Facts and Conclusions of Law**

The parties agree and stipulate to the following findings of fact and conclusions of law:

1. The Board is an agency of the State of Missouri created and established by Section 333.151, RSMo, for the purposes of executing and enforcing provisions of

Chapter 333, RSMo, and portions of Chapter 436, RSMo, related to preneed funeral contracts.

2. Starnes is an individual who last registered her address with the Board as 317 Alice Street, Dexter, Missouri 63841.

3. Starnes holds an expired funeral director license, license no. 2010038956—which was current and active at all times relevant to this matter.

4. On November 10, 2010, the Board sent a letter to Starnes stating that it was in receipt of her funeral director application for apprenticeship. The letter stated that Starnes had to complete an apprenticeship and pass two examinations to obtain a funeral director license.

5. On the same date, November 10, 2010, the Board mistakenly issued Starnes a funeral director license—before Starnes completed the requirements detailed in Paragraph 4 of this Agreement.

6. On March 7, 2014, the Board learned of its mistake and sent Starnes a letter requesting surrender of all evidence of licensure to the Board within thirty days.

7. To date, Starnes has not responded to the March 7, 2014 letter.

8. On May 31, 2014, the Board completed its license renewal period and Starnes did not renew her license.

9. To date, Starnes has not submitted any proof of completion of the requirements detailed in Paragraph 4 of this Agreement.

**Agreement Order**

The parties agree and stipulate that the following shall constitute the Agreement entered by the Board in this matter under the authority of Sections 333.330 and 621.045, RSMo:

10. Starnes' expired license to practice as a funeral director is hereby **SURRENDERED** from the effective date of this Agreement.

Terms and Conditions of Surrender

11. Starnes shall submit all evidence of licensure to the Board.

12. The terms of this Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

13. Starnes, together with her heirs and assigns and her attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Starnes acknowledges that this paragraph is severable from the remaining

portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

14. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

15. The Agreement shall go in to effect 15 days after the document is signed by the Executive Director of the Board.

16. This Agreement of the Board and Starnes shall be maintained as an open and public record of the Board as provided in Chapters 333, 610 and 324, RSMo.

LICENSEE

Martha Starnes 10/12/14  
Martha Starnes Date

MISSOURI STATE BOARD OF  
EMBALMERS AND FUNERAL DIRECTORS

Sandy Sebastian  
Sandy Sebastian, Executive Director  
Date: 11.6.14

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Attorneys for the Board

EFFECTIVE DATE

11.21.14  
STATE BOARD OF EMBALMERS  
AND FUNERAL DIRECTORS